

SERIAL 06111 C Portable Substance Identifier Equipment - PH

DATE OF LAST REVISION: September 27, 2006 CONTRACT END DATE: September 30, 2011

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PORTABLE SUBSTANCE IDENTIFIER EQUIPMENT – PH (NIGP 49308)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 28, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Cheryl Smith, Public Health
Kathy Sicard, Materials Management

INVITATION FOR BID FOR: **PORTABLE SUBSTANCE IDENTIFIER EQUIPMENT – PH (NIGP 49308)**

1.0 INTENT:

The intent of this solicitation is to establish a “one time buy” contract to purchase one (1) each, portable substance identifier equipment, as defined herein, and simultaneously establish an equipment warranty agreement, for a five (5) year period, from the date of equipment acceptance. Maricopa County Department of Public Health will utilize subject equipment, as a component of Homeland Defense pandemic influenza preparations. Award will be made, in total, to the lowest responsive/responsible bidder meeting specifications.

2.0 SPECIFICATIONS:

2.1 MINIMUM SPECIFICATIONS:

One (1) each **Smith’s Detection HazMatID Command System, or equal, inclusive of the following:**

- 1) HazMat data collection software
- 2) Shipping Case
- 3) Sealed data compartment, ports and power connections
- 4) Appropriate batteries and external battery charger
- 5) USB Storage Device – 16MB storage capacity
- 6) USB CD-ROM for software and library updates or installation
- 7) Laptop operating system including software and hardware to operate the HazMatID system wirelessly.
- 8) Keyboard and mouse.
- 9) One (1) set of QualID for laptop use.
- 10) One (1) year parts, labor, material, calibration warranty.
- 11) Option Smith’s Detection PN 000-0062 Aldrich ICHEM Library Package (25,470 spectra for HazMat
- 12) Standard libraries, free software upgrades, free loaner, refresher course, access to proprietary website, spectral interpretation assistance/technical support (Smith’s Detection Partnership Program, or equal). *Standard libraries, shall include a) Nerve and Blister agents b) Toxic Industrial Chemicals c) Common Chemicals d) Explosives e) Forensic Drugs f) Common White Powders g) Drug Precursors h) Pesticide Active Ingredients Library i) Explosive and Propellants Library (See Attachment A, Pricing Page)*

2.2 ADDITIONAL PRICING:

Bidder shall offer pricing, as requested on Attachment A, Pricing Page, for any required expendable, consumable, proprietary supplies, related to use and or maintenance of the equipment specified in this solicitation.

2.3 DELIVERY:

Delivery shall be F.O.B. Destination (no cost to the County) within thirty (30) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County. **All bidders shall understand that delivery within a compressed time frame is extremely critical to Maricopa County. Bidders shall clearly state their best delivery date in days ARO, on Attachment A, Pricing Page.**

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.6 INSTALLATION:

The Contractor's price shall include delivery and set-up, and shall be in complete operating condition, for County acceptance.

2.7 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.8 TRAINING:

The Contractor shall provide complete training of using agency personnel, in the use and care of the equipment. **Training offered shall be fully defined in Attachment A, Pricing Page.**

2.9 WARRANTY:

The minimum warranty period shall be twelve (12) months for parts, labor and calibration. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency. ***Additionally, this solicitation demands that the bidder offer pricing for four additional years of full warranty (beyond the first year, which is required as part of the equipment purchase), parts, labor, calibration, as a separate line item (see Attachment A, Pricing Page). Acceptance of second year through fifth year warranty, is at the option of the County.***

2.10 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.11 BRAND NAME:

The County reserves the right to determine quality and acceptability of materials bid by Contractor. In this case/solicitation, a specific, brand name has been listed in order to define the desired quality and function(s), and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.12 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.13 INVOICES AND PAYMENTS:

2.13.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.13.1.1 Company name, address and contact
- 2.13.1.2 County bill-to name and contact information
- 2.13.1.3 Contract Serial Number
- 2.13.1.4 County purchase order number
- 2.13.1.5 Invoice number and date
- 2.13.1.6 Payment terms
- 2.13.1.7 Date of service or delivery
- 2.13.1.8 Quantity (number of days or weeks)
- 2.13.1.9 Contract Item number(s)
- 2.13.1.10 Description of Purchase (product or services)
- 2.13.1.11 Pricing per unit of purchase
- 2.13.1.12 Extended price
- 2.13.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.13.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.13.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.14 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a five (5) year period. The resultant award will be for a “one time buy”, regarding the equipment specified, but shall remain in effect for a period of up to five (5) years, if the warranty option(s) is fully exercised.

3.2 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE REQUIREMENTS

Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.4.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may.

3.6 ORDERING AUTHORITY.

3.6.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Cheryl Smith, Procurement Supervisor, Maricopa County Department of Public Health, 602-506-6886.

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

3.8.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.8.1.1 Compliance with specifications.

3.8.1.2 Price.

3.8.1.3 Determination of responsibility.

3.9 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled), and one (1) hardcopy copies and two (2) electronic copies, including pricing, on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.10.1 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.10.2 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.11 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.11.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.11.2 **Mandatory:** Attachment "A", Pricing;

3.11.3 **Mandatory:** Attachment "B", Agreement; and

3.11.4 **Mandatory:** Attachment "C", References.

3.11.5 Technical and Descriptive Sales Literature, if required.

3.12 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

SMITH'S DETECTION INC., PO BOX 410, 30 HOOK MTN. RD, PINE BROOK, NJ 07058

PRICING SHEET: C664033 B0605319 NIGP 49308

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
1.1 PORTABLE SUBSTANCE IDENTIFIER EQUIPMENT, COMPLETE, as defined in Section 2.1 of this solicitation.	\$ 80,500.00 /each
State below manufacturer, product/model number(s) of equipment offered:	
HazMatID Command System/023-1005	
State full delivery of equipment, in days ARO. MANDATORY 30-60 /days	
State the duration of, and fully define any and all standard support programs, software, refresher course(s), free loaner, etc. offered.	
A four year warranty period is included with the purchase of the HazMatID Command System. The warranty includes: all parts and labor, free software and library upgrades, free loaner systems if customer should have to return his system to the factory for upgrades or repairs, all shipping charges are covered by Smiths Detection. For each year the customer is covered under warranty one seat in a regional training class is available for a refresher course.	
1.2 WARRANTY, for year two (2) through year five (5), as defined in Section 2.9 of this solicitation. Purchase of year two (2) through year five (5) warranty, is at the option of the County.	\$0 /year two \$0 /year three \$0 /year four \$4,500.00 /year five
1.3 TRAINING: Fully define training offered, duration, etc. below:	
One day of on-site training is included in the price of the system.	
A certified Smiths Detection trainer will be sent to the customer facility for one day to train up to 16 people.	
1.4 EXTRACTIR Smith's Detection PN 023-4016 Aqueous Sample Preparation Kit and components, or equal. OPTION	\$1,500.00 /each
1.5 EXTRACTIR Consumables Smith's Detection PN 023-4017 to allow 10 extractions, or equal. OPTION	\$500.00 /each
1.6 ADDITIONAL PRICING: Fully define pricing offered, in accordance with Section 2.2 of this solicitation, inclusive of any discounts offered from published price lists below:	
Please allow approximately \$250 for shipping charges from Danbury, CT.	

SMITH'S DETECTION INC., PO BOX 410, 30 HOOK MTN. RD, PINE BROOK, NJ 07058

Terms:	Net 30
Vendor Number:	W000000997 X
Telephone Number:	1-800-626-2440
Fax Number:	702-938-6330
Contact Person:	Jason Gash
E-mail Address:	Jason.gash@smithsdetection.com
Company Web Site:	www.smithsdetection.com
Contract Period:	To cover the period ending September 30, 2011.